

**REQUEST FOR BIDS**

**CITY OF MOUNTAIN VIEW**  
**Purchasing Division**  
**500 Castro St/PO Box 7540**  
**Mountain View CA 94039-7540**  
**Ph 650-903-6324 Fax 650-968-5472**

**Page 1 of 1**

**Bid Due Date: 1/27/05**  
**Bid Due Time: 2:00 PM**

**Vendor Name** \_\_\_\_\_  
**Vendor Address** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Item	Qty	Unit	Description	Unit Price	Amount
001	164	JOBS	Remove existing Trees along Castro Street, as per attached specifications.	\$_____	\$_____
002	178	JOBS	Furnish and Install new Trees along Castro Street, as per attached specifications.	\$_____	\$_____

Required Site Review is scheduled for 1:30 PM,  
 Thursday, January 20, 2005 beginning at the  
 City of Mountain View City Hall 1<sup>st</sup> floor Atrium  
 Conference Room, 500 Castro Street, Mountain View,  
 CA, 94041.

Payment Terms: Net 30 or better _____	Subtotal	\$ _____
Guaranteed Delivery of ____ business days ARO	8.25% Sales Tax	\$ _____
	(Pre-pay & Add) Shipping	\$ _____
Signature Accepts City's Attached Terms & Conditions	GRAND TOTAL	\$ _____

\_\_\_\_\_  
 Signature of Company Officer

\_\_\_\_\_  
 Printed Name of Company Officer

E-mail address \_\_\_\_\_  
 Phone Number \_\_\_\_\_  
 FAX Number \_\_\_\_\_

**CITY OF MOUNTAIN VIEW**  
**REQUEST FOR BIDS NO. R050760**  
**INSTRUCTIONS FOR SUBMITTING BIDS**

1. **Type of Reply Requested:**

- ☐ Request for Bid, Informal (fax bids are acceptable)  
☒ Request for Bid, Formal, Public Opening (no faxes)

2. **Bids Due:** 2:00 PM THURSDAY, JANUARY 27, 2005

3. **Reply To:**

City of Mountain View  
Attention: Chris Hartje, Supervising Buyer  
500 Castro Street  
Mountain View, CA 94041

or

P.O. Box 7540  
Mountain View, CA 94039-7540

Phone: (650) 903-6324 Fax: (650) 968-5472

**Questions:** Call the person named above for questions regarding this bidding process, or call Bruce Hurlburt, Parks Section Manager at 650-903-6262 for questions regarding the specifications and/or requirements.

4. **Reply Format:** The entire bid form, including all attachments, must be returned by the bid due date to the above address. The envelope returning the bid shall have the bid number and the due date. By signing our bid form, you are agreeing to the City's Terms and Conditions. **(Please note insurance requirements on Pages 5 and 6.)** Once notified of bid award, the Vendor has five days to send the correct certificate of insurance. Lack of a timely response is grounds for rejection of the Vendor's bid.
5. **Prebid Conference:** The prebid conference is mandatory (if required and noted on the bid form) and is for the City's protection, to ensure that vendors know the work required. The Purchasing Agent may waive this requirement if the Vendor is familiar with the work requirements and asks the City for permission to miss the prebid conference.
6. **Deviations from Bid Specifications:** If there are any deviations from the brands and/or specifications, the Vendor MUST note such differences, brand names, model numbers and attach brochures and a complete description of the goods or services bid. The burden of showing the equivalency is on the Vendor.
7. **Bid Award:** The City reserves the right to reject any and all bids, or to waive any errors, discrepancies or irregularities. The bid will be awarded at the discretion of the City Manager (formal bids) or Purchasing Agent (all other bids) on an item-by-item basis, or in any fashion that best meets the needs of the City. All blanks for unit prices must be completed.

## TERMS AND CONDITIONS

1. **Payment Terms:** The City's payment terms are, at a minimum, net thirty (30) days after acceptance of service or delivery of goods. The Vendor's invoice must easily match the unit prices listed in this bid and must include the Vendor's Social Security number or Federal Tax I.D. number. Vendors may offer discounted payment terms and those should be listed on the Vendor's response.
2. **Time of Delivery/Completion:** Time is of the essence on this purchase order. The Vendor shall deliver all of the goods or complete all of the services called for under this proposal within the number of working/calendar days or by the date specified for completion in this proposal, unless the delays are caused by the City or by acts of God. Failure to deliver on time shall be grounds for termination of this Agreement or invoke "Liquidated Damages" if required below.
3. **Freight Charges:** All prices bid shall include all freight costs and ownership transfers to the City at the City's location and are F.O.B. destination to the designated locations. Freight, if quoted separately, shall be prepaid and added to the invoice with ownership transferring to the City when delivery is completed to the City's location.
4. **Liquidated Damages:**  
☐ Required      ☒ Not Required

If required, it is agreed by the Vendor that if the goods or services are not delivered complete, as called for in this proposal, damages will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is, therefore, agreed that the Vendor will pay to the City the sum of Three Hundred Fifty Dollars (\$350) per day for each and every calendar day's delay in finishing the work in excess of the number of working or calendar days prescribed or in excess of the date specified for completion or delivery of the goods or services, whichever is applicable in this Proposal; and the Vendor agrees to pay said liquidated damages as herein provided; and in case the same are not paid, agrees that the City may deduct the amount thereof from any moneys due or that may become due the Vendor under this proposal.

Partial payments paid to the Vendor after the scheduled completion dates shall not be constituted as a waiver of the City's right to assess liquidated damages.

5. **Firm Prices:** All quotes will be held firm for a minimum of thirty (30) days after the bid due date listed above to allow adequate time for the City to consider each bid and make an award. All blanks for unit price and total price shall be completed. Any discrepancy between the unit price and the extended or total price shall be determined by taking the lower price. Upon receipt of this bid by the City, the Vendor shall be presumed to be thoroughly familiar with all the aspects of this proposal, including installation sites and all specifications and requirements of this proposal. The failure or omission to examine any location, equipment, form, instrument or document shall in no way relieve Vendor from any obligation in respect to this bid.

6. **Warranty:** The delivered or installed goods, equipment or services shall be warranted to be free from defects in material and workmanship. The warranty period shall begin upon acceptance by the City. As a minimum, all goods, equipment and services shall be warranted to operate satisfactorily in accordance with the requirements of these specifications, representations of the Vendor and the published specifications of the manufacturer(s) for a period of at least one (1) year. Any defective goods, equipment or services shall be replaced or repaired quickly at the City's location during the warranty period at no expense to the City. If repairs cannot be made at the City's location, the Vendor shall transport/ship the equipment to a repair facility. All repairs must be completed and the equipment returned to the City within seventy-two (72) hours of a call for service. If the Vendor fails to have the equipment repaired within seventy-two (72) hours, the Vendor shall provide an equal "loaner" piece of equipment until the City's equipment is returned in operating condition.

7. **Prevailing Wages:**

☐ Required      ☒ Not Required

If required, notice is hereby given that the latest general prevailing rate of per diem wages, as determined by the Director or the Department of Industrial Relations, State of California, is to be paid to the various craftsmen and laborers employed in the construction of this project and is made a part of the specifications and contract for this project.

Reference is hereby made to copies of the general rate of per diem wages as determined by the Director of the Department of Industrial Relations on file in the Department of Public Works, City of Mountain View, which are available to any interested party.

For failure to pay the prevailing wages, the contractor shall forfeit, as a penalty, to the City, Fifty Dollars (\$50) for each workman for each calendar day or portion thereof who is paid less than the stipulated prevailing wage for work done under this contract, in violation of the provisions of the Labor Code, Sections 1770 to 1780, inclusive. In addition to said penalty, the contractor, or subcontractor, shall pay to each worker the difference between the prevailing wage and the amount paid to said worker for each calendar day for which said worker was paid less than the prevailing wage.

8. **MSDS:** General Industrial Safety Order 5195 requires Material Safety Data Sheets (MSDS) be supplied, for all applicable items, with the initial delivery.
9. **Licensed Contractor:** All contractors bidding on work requiring a State of California Contractor's License must state under penalty of perjury that they are a licensed contractor by listing their license number, date of expiration, type of license and description of that type of license.

Contractor's License No.: \_\_\_\_\_

Date of Expiration: \_\_\_\_\_

Type of License: \_\_\_\_\_

Description of License: \_\_\_\_\_

10. **Ownership and Collusion – Financial Interest by City Employees:** The Vendor certifies, by signing this bid, that he/she has not, directly or indirectly, been collusive with any other vendor or anyone else interested in this bid. Additionally, the Vendor stipulates that no City officer or employee shall be financially interested, either directly or indirectly, in any contract, sale, purchase or lease to which the City is a party, and the Vendor stipulates that no City officer or employee has greater than five percent (5%) ownership in this company, as per Section 706 of the City of Mountain View Charter.
11. **Assignment:** Any purchase order issued as a result of this bid may not be assigned without written consent of the City.
12. **Termination:** Any purchase order issued as a result of this bid may be terminated by the City at any time with ten (10) days' written notice. The City will only pay for any goods or services ordered and accepted by the City. Any payments made in advance will be returned to the City on a prorated basis with the City only paying for those goods or services actually provided.
13. **Funding Out Clause:** Any purchase order issued as a result of this bid may be terminated every June 30 based upon the City Council not funding the purchase of goods or services to be provided in this bid after each July 1.
14. **Nondiscrimination:** The Vendor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status or physical or mental disability.
15. **Applicable Laws and Attorneys' Fees:** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.
16. **Subcontractors:** The City prefers a proposal with a single or primary vendor. If you propose a multi-vendor or subcontracted approach, clearly identify the responsibilities of each party and the assurances of performance you offer. The Vendor is the prime contractor and is solely responsible for all of the Vendor's subcontractors.
17. **Insurance:**
  - a. **Commercial General Liability/Automobile Liability Insurance:** The Vendor shall obtain Commercial General Liability insurance and Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. The Vendor's insurance coverage shall be written on an occurrence basis.

b. Professional Liability Insurance:

☐ Required      ☒ Not Required

If required, the Vendor shall obtain Professional Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. Professional Liability insurance must be maintained and evidence of insurance shall be provided to the City for at least three (3) years after completion of work.

- c. Workers' Compensation Insurance: The Vendor shall obtain statutory Workers' Compensation insurance and Employer's Liability insurance in the amount of One Million Dollars (\$1,000,000) per accident.
- d. Acceptability of Insurers: Insurance is to be placed with insurers with a current *Best Rating* of A:VII unless otherwise acceptable to the City.
- e. Verification of Coverage: Insurance, deductibles or self-insurance retentions shall be subject to the City's approval. Original Certificates of Insurance with endorsements shall be received and approved by the City before work commences, and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to the City or increase the duration of the project.
- f. Other Insurance Provisions:
- (1) The City of Mountain View, its officers, officials, employees and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 for Commercial General and Automobile Liability coverage.
  - (2) For any claims related to this project, the Vendor's insurance coverage shall be primary and any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall not contribute to it.
  - (3) Each insurance policy required shall be endorsed that a thirty (30) day notice be given to the City in the event of cancellation or modification to the stipulated insurance coverage.
  - (4) In the event the Vendor employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of the Vendor to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.

18. **Hold Harmless:** The Vendor hereby agrees to and shall indemnify, defend and hold the City, its officers, agents and employees harmless from any liability for damage or claims for damage for personal injury, including death and/or property damage, caused by negligent acts, errors or omissions in performance of professional services under this Agreement by the Vendor or the Vendor's contractors, subcontractors, agents or employees' operations under this Agreement.

The City shall cooperate reasonably in the defense of any action, and the Vendor shall employ competent counsel, reasonably acceptable to the City Attorney.

19. **Reliance Upon Professional Skill:** It is mutually agreed by the parties that the City is relying upon the professional skill of the Vendor, and the Vendor represents to the City that its work shall conform to generally recognized professional standards in the industry. Acceptance of the Vendor's work by the City does not operate as a release of the Vendor's said representation.
20. **Extending Contract Pricing:** The successful Vendor will extend bid pricing as quoted herein to other political subdivisions (i.e., cities, counties, school districts, etc.).  
☐ Yes      ☐ No

If prices bid herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between the political subdivision and the Vendor.

21. **Entire Agreement:** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. If the attachments or exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.
22. **Signatures:** The undersigned understands and agrees that the conditions set forth in the instructions to vendors, the terms and conditions and the specifications, together with the bid and any other documents submitted in response to the foregoing, shall form a part of and be construed with the purchase order/contract.

**VENDOR:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address of Company

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Printed Name of Officer

\_\_\_\_\_  
Telephone No./Fax No.

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Federal I.D. Tax Number

**CITY OF MOUNTAIN VIEW  
COMMUNITY SERVICES DEPARTMENT  
CASTRO STREET TREE REPLACEMENT  
BID R050760 SPECIFICATIONS  
Project 05-43**

**PROJECT SCOPE**

The City of Mountain View is accepting bids to replace 178 street trees on Castro Street in the Downtown business district. This contract will be for the removal of all the existing trees and planting of new 15-gallon size street trees in the vacant tree wells. The work shall include, but not be limited to, furnishing supervision, labor, materials and supplies, equipment and tools to perform the removal, including the stump, of 159 Robinia trees and 5 cherry trees on Castro Street and planting 178 replacement trees. Currently there are 14 existing planting vacancies where the trees and stumps have already been removed.

This project will take place in two phases with the removal of 75 trees and replacement planting of 89 trees in January/February 2005 with the remaining 89 trees to be removed and planted in January/February 2006.

**TREE REMOVAL**

One hundred seventy five (175) of the trees on Castro Street grow in four-foot diameter circular tree wells surrounded by stamped concrete. Each tree well has a cast iron tree grate over it and a tree guard that is bolted to the grate protects each tree. Each tree well contains an electrical up light, two irrigation bubblers and one electrical outlet that rises above the tree grate. Three of the trees are growing in a turf environment and do not have tree grates or guards. City crews will remove the decorative tree guards from trees that are to be removed.

The contractor is responsible for the following:

1. Contractor is responsible for removal and reinstallation of cast iron tree grates.
2. Care must be use by the contractor when removing the tree stumps to minimize any damage to infrastructure items such as up lighting, electrical outlets and irrigation.
3. The contractor may use mechanical means to remove the tree and stump but is required to carefully cut roots by hand to preserve infrastructure items intact.
4. Contractor must alert field inspector if damage occurs to up lighting, electrical or irrigation during stump removal. Contractor will be liable for repair of these items if the individual removal situation has not been discussed with the field inspector first.
5. Disposal of tree branches, trunks and stumps are the responsibility of the contractor.

**PROTECTION OF WORK**

The contractor shall provide adequate protection of all work until final completion and acceptance.

1. Contractor shall take particular precautions during removal and planting not to interfere with traffic on Castro Street or pedestrian access to the sidewalk area.
2. Contractor shall take precautions to protect all existing trees not being removed in the first phase, existing hardscape structures, and underground piping and electrical.
3. Contractor will be responsible for not damaging stamped concrete surface with removal equipment.
4. Contractor will be responsible to secure any vacant tree well with barricades and cones until such time as a new tree is planted and the tree guard is installed.

## **TREE PLANTING**

**Plants:** Plants shall be as specified in the Plant List and planting plan (attached) and shall be healthy, vigorous stock, free of insects and disease. All plant material to be inspected by the City prior to installation.

1. Sycamore, *Platanus x acerifolia* 'Columbia'. 74 count, fifteen-gallon size.
2. Chinese Pistache, *Pistachia chinensis* 'Keith Davies'. 62 count, fifteen-gallon size.
3. Lagerstroemia *fauriei* 'Tuscarora'. 42 count, fifteen-gallon size.

Use only plant material that are first class representations of the genus, species, and cultivars specified and that conform to all State and local laws governing the sale, transportation, and inspection of plant materials. Only healthy and shapely plants of the size and type indicated and only plants with a normal plant and root structure will be acceptable. All plants shall be nursery grown stock and shall have been grown in the specified containers for not less than six (6) months but shall not have been overgrown in the containers so as to become root-bound. They shall have straight, single trunks and be free from disfiguring knots and sunscald, injuries, abrasions, abrasion of bark, or other objectionable disfigurements.

Any plants delivered to the job site, which are found by the City's arborist to be not true to name or unsuitable in growth or conditions, shall be removed from the site and replaced with acceptable plants. All plants shall be of the genus, species, cultivar, size, age and condition as specified herein. Under no condition will there be any substitution of plants or sizes for those listed on the accompanying plans, except with the written consent of the inspector.

## **Planting Tablets (Tabs)**

1. A total of four (4) planting tabs shall be used with each tree planted.
2. Tabs shall be tightly compressed, non-burning, and long-lasting fertilizer of the following guaranteed analysis.
 

• Nitrogen, water soluble	7.00%
• Nitrogen, water insoluble	13.00%
• Phosphoric Acid, available	10.00%
• Potash, soluble	5.00%
• Calcium, combined	2.60%
• Sulfur, combined	1.60%
• Iron, expressed as Fe	0.35%

## **WARRANTEES:**

- 1: All workmanship and materials shall be warranted by the contractor for a minimum of one year from the date of acceptance of project by the City.

2: Contractor shall provide a written guarantee for all planting work and plant materials for a period of one year after date of final acceptance by the City against material and workmanship defects including death and unsatisfactory growth, except for defects resulting from neglect by City, abuse or damage by a third party, or unusual phenomena or incidents (such as damage to trees by vehicles) which are beyond contractor's control.

3: An inspection will be conducted at the end of 1-year guarantee period to determine acceptance or rejection of plant materials. Only one replacement per tree will be required at end of guarantee period.

#### **CONTRACTOR RESPONSIBILITIES:**

1. Contractor must attend a pre-bid/walk through meeting prior to submitting a bid proposal for this project.

2. Contractor must have a foreman on-site at all times during the removal and replanting process.

3. Contractor shall furnish all labor, materials, supplies, (except as noted under City responsibilities) and equipment necessary to complete this project. Contractor shall be responsible for disposal of the existing tree branches, trunks and root balls.

4. Contractor shall be responsible for his/her equipment, supplies and materials at the work site.

5. Contractor shall use trained personnel and keep the work site clear of safety hazards.

6: Contractor shall place "No Parking Signage" 24 hours in advance of removal and planting work to minimize parking issues during the project.

7. Contractor shall be responsible for security of the work site and product workmanship until final acceptance of the project by the City. Any damage or vandalism shall be the contractor's responsibility prior to acceptance.

8. Contractor shall be responsible for any liability or claims arising from negligence of his/her employees, agents or subcontractors.

9. Contractor shall perform work between the hours of 7 A.M. and 3:30 P.M., Monday through Friday, unless otherwise authorized by the City. No work shall be performed during City observed holidays.

10. Contractor to complete Phase 1 of the project within forty-five (45) calendar days from date of the City issuing a Purchase Order (P.O.) to commence work. Phase II of the project is to commence early January 2006

#### **ADDITIONAL INFORMATION:**

The contractor and employees are to recognize that they are performing an integral and highly visible service for the citizens of Mountain View. The citizens are accustomed to high-quality service performance with respect to their needs, wishes and concerns.

1. Employees working in this project shall behave in a professional manner at all times. All public contact shall be courteous, congenial and informational. Discourteous or abusive treatment of citizens will not be tolerated.
2. The contractor shall prohibit the use of alcoholic beverages and or/ drugs of any nature, other than for medical purposes.
3. If played, radios and similar devices shall not be played loud enough so as to disturb citizens.
4. Employees shall present a neat and clean appearance at all times. Employees shall wear a company uniform and vehicles shall be clearly marked.

If any employee violates any of these provisions or appears to be incompetent or to be acting in an improper manner, the contractor shall immediately remove that person from the job.

#### **CITY RESPONSIBILITIES:**

1. The City shall provide water for the purpose of cleaning the work site and watering newly planted trees.
2. The City shall provide an inspector (Bruce Hurlburt, Parks Section Manager) during normal work hours and days of the project (7 A.M. to 3:30 P.M., Monday through Friday), at no cost to the contractor. The City will charge for inspections outside of the normal work hours and days at an hourly rate. The rate shall be seventy-fifty (\$75.00) per hour.
3. The City will remove tree guards from all trees to be removed and reinstall them as each new tree is planted.

END SPECIFICATIONS